

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
MEMORANDUM**

TO: Holders of the ASPIRE-TANF Program Rules

FROM: Dale Denno, Director, Office for Family Independence

DATE: June 27, 2012

SUBJECT: OFI MAINE ASPIRE/TANF PROGRAM RULES CH 607, Proposed Policy #17P
Chapter 607

Attached to this memorandum please find policy statement release(s) as described below:

SUBJECT: OFI MAINE ASPIRE/TANF PROGRAM RULES CH 607 PROPOSED Policy Changes
#17P

Chapter 607

CONTENT: See attached memo.

COMMENT PERIOD: Consideration will be given to comments, suggestions and objections,
which should be submitted to:

Liz Ray, ASPIRE Program Manager
Department of Health & Human Services
Office for Family Independence
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Augusta, ME 04333-0011
Telephone: (207) 624-4107
TTY: (800)-606-0215 (Deaf/Hard of Hearing)

NO LATER THAN: August 10, 2012

DEPARTMENT OF HEALTH AND HUMAN SERVICES
MEMORANDUM

TO: Program Administrators, Supervisors and Other Interested Parties

FROM: Liz Ray, ASPIRE Program Manager

DATE: June 27, 2012

SUBJECT: OFI MAINE ASPIRE/TANF PROGRAM RULES CH 607, Policy #17P
Chapter 607

This is a PROPOSED Rule:

- A. This Rule revises the rules for mandatory ASPIRE participants who fail without good cause to comply with ASPIRE-TANF program rules, setting sanctions for those who fail to sign or comply with a Family Contract.*
- B. This Rule sets a 60 month lifetime limit for the receipt of TANF benefits, and lists qualifications for exemptions and extensions.*
- C. This Rule removes some obsolete passages and language.*

EFFECTIVE DATE: August 31, 2012

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**MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE FOR FAMILY INDEPENDENCE
ASPIRE-TANF PROGRAM RULES**

SECTION 1: DEFINITIONS AND DESCRIPTIONS

SUMMARY: This section describes organizational units, programs, acronyms and significant terms pertaining to the ASPIRE-TANF program.

DEFINITIONS

Organizational units, programs, and their acronyms, and other significant terms pertaining to ASPIRE-TANF are defined below:

Alternative Education - An educational program that embraces subject matter or teaching methodology that is not generally offered to students of the same age or grade level in traditional school settings.

ASPIRE-Plus - ASPIRE-Plus is an On-the-Job training program that provides an employer subsidy for up to 26 weeks, depending on the length of training time needed, of up to 50% of the hourly wage paid by the employer.

ASPIRE-TANF - "ASPIRE-TANF" stands for -Additional Support for People in Retraining and Employment-Temporary Assistance for Needy Families. ASPIRE is the welfare employment and training program created by the Governor and the Maine Legislature in July 1988, to provide case management, education, training, support and employment services to help TANF recipients to find or create jobs in the local labor market

ASPIRE-TANF Unit - A unit within the Department of Health and Human Services, Office for Family Independence, which provides ASPIRE-TANF services to TANF participants. These services include but are not limited to assessment, prevocational activities, support services, good cause determination, case management and employment services.

Assessment: An individualized process designed to integrate the array of ASPIRE-TANF services with the educational and vocational needs, interests and abilities of each participant.

Basic Literacy Level - The capability to read and write at a level equivalent to an 8.9 grade level as demonstrated either by an educational achievement test; maintaining a grade point average of at least 2.0 at a post-secondary institution; or having passed the reading portion of the GED.

Case Management - The process of identifying the needs of the participant and the participant's family, coordinating services appropriate to meet those needs, and monitoring the participant's progress through ASPIRE-TANF so the participant can gain the skills and support to obtain employment.

Child care, affordable*: Affordable child care arrangements are those for which the participant incurs no cost or is reimbursed by another program such as ASPIRE or through a deduction for child care from income by the TANF program or by any combination of these methods.

Child care, appropriate*: Appropriate child care is affordable child care furnished by a child care provider who has passed background checks as required by State law and regulations.

Child care, reasonable distance*: Reasonable distance means that the ASPIRE participant is required to commute no more than 15 additional miles between home and work activity in order to transport the child to the child care provider.

Child care, unsuitability of informal care*: Unsuitable child care is that provided by an individual who cannot pass a required background check or is unaffordable or would require the ASPIRE participant to travel an unreasonable distance.

Component - Education, training and employment activities approved by ASPIRE-TANF including: pre-training; educational activities through post-secondary level; job skills training; job readiness activities; group and individual job search; on-the-job training; and community work experience.

Department of Health and Human Services (Department or DHHS) - The agency, authorized by Federal statutes to administer the ASPIRE-TANF program and other programs within the Office for Family Independence.

Education - Activities including remedial-education, high school or equivalency, and post-secondary certificate programs designed to prepare the participant for employment.

Exempt from the Time Limit – a TANF recipient who has a month or months that do not count against his or her 60-month time limit.

Exempt from Work Participation - A TANF recipient who is not required to participate in ASPIRE-TANF in accordance with Federal or State regulations.

Extension – A one to six-month time period during which TANF benefits may be received, based on hardship, approved by the Department. This allows a household to receive benefits past its 60-month time limit, when they are complying with program rules and meet all other TANF eligibility requirements.

Fair Hearing (also known as an Administrative Hearing) - A hearing conducted before a Department of Health and Human Services fair hearing officer in which a participant has an opportunity to dispute a decision made by the Department. The fair hearing decision officer's decision is binding on all parties involved in the particular case.

Family Contract - A form signed by a representative of the Department and each TANF caretaker relative that States the responsibilities of the parties to the agreement, including but not limited to cooperation in child support enforcement and determination of paternity, and the requirements of Program participation. The contract may also include referral to parenting activities and health care services where the need for such services has been established. Amendments to the Family Contract replace the formerly-used Employability Development Plan and Individual Opportunity Service Contract, and are completed by ASPIRE-TANF case managers on a periodic basis.

*these definitions apply only to single parents with a child under age 6.

Federal Department of Health and Human Services, Administration for Children and Families, Office of Family Assistance (HHS/ACF/OFA) – The Federal agency that administers and regulates the TANF Program and other programs of the Department of Health and Human Services, Office for Family Independence, and provides block grant funds for these programs.

Field Training – A non-wage, time limited, training placement with a public, private non-profit or profit employer which enables the participant to explore a preliminary career decision, gain experience in the work world and/or improve specific job skills.

Gainful Employment – Activities that a person can perform which are intended to provide an income and which are a source of consistent revenue for the worker, such as a steady job.

Good Cause – Acceptable reasons, as determined by the Department of Health and Human Services, for a participant's failing or refusing to participate in ASPIRE-TANF or in a particular ASPIRE-TANF component.

Job Club – A structured and supervised job search group which assists participants in their efforts to obtain and retain employment.

Job Development/Placement - Specific actions by ASPIRE-TANF or a service provider in identifying subsidized and unsubsidized jobs, marketing participants based on their career goals for those jobs and securing job interviews for participants.

Job Readiness - Pre-training activities focusing on life management skills, work maturity skills, work place expectations and work behavior and attitudes necessary to succeed in the labor market.

Job Search - Counseling and pre-employment training on job-seeking skills either individually or in groups. The group "Job Club" is the preferred job search activity.

Job Skills Training - Vocational training focusing on the required skills, knowledge and abilities of a specific occupation or business.

MaineServe - A program designed to provide parents who are eligible for TANF opportunities to serve their communities and the State in a manner that assists them in developing and renewing their skills in ways that may lead to employment that is sufficient to sustain their families.

Matriculation - For the Parents as Scholars Program, matriculation is defined as acceptance and enrollment into any two-year or four-year academic program in an institution of post-secondary education; the institution's definition of matriculation will be honored even when it includes such things as remedial work, conditional and undeclared major status.

Net Loss of Cash income - Net loss of cash income results if the family's gross income, less necessary work-related expenses, is less than the TANF benefit and any other cash assistance the participant was receiving at the time the offer of employment is made (Maine Public Assistance Payments Manual, Chapter II, page 41, item 11).

Non-Compliance – Failure of a mandatory ASPIRE recipient to sign or abide by the terms of the Family Contract Amendment without good cause, which will result in termination of benefits to the individual for the lesser of ninety (90) days or until the failure to comply ceases. Benefits for the remainder of the eligible family members will continue. Should the first failure to comply last for longer than 90 days or for a second and subsequent non-compliance, TANF benefits for the full family unit will be terminated.

Office for Family Independence (OFI) - The organizational unit with the Department of Health and Human Services which administers the ASPIRE-TANF program. OFI also administers the following services: TANF, Food Supplement Benefits (SNAP), General Assistance, MaineCare, Support Enforcement & Recovery, and Emergency Assistance.

On-the-Job Training (OJT) - A means by which a participant is hired and trained in a specific occupation by a private or public employer who receives a partial reimbursement of wages paid for providing skills and training necessary to perform the job (See ASPIRE-Plus).

Participant - A TANF recipient who is involved in ASPIRE-TANF activities.

Parents as Scholars Program - A student aid program based on need for up to 2000 participants, to aid needy students who have dependent children and who are matriculating in post secondary undergraduate 2-year and 4-year degree-granting education programs.

Period of Enrollment - The time frame from the opening of activity with the ASPIRE-TANF program, until participation with ASPIRE-TANF is ended.

Pre-Training - Activities designed to prepare the participant for occupational skills training, post-secondary education and employment. Such activities include secondary education programs, job readiness activities, employment counseling, field training, self-employment evaluation, and referral to services to improve life-management skills

Sanctions - Actions taken by the Department of Health and Human Services as a result of a participant's failing or refusing to participate in ASPIRE-TANF without good cause. These actions generally cause a reduction in TANF and Food Stamp benefits for a specified time period for participants who are not exempt, and a loss of services for a specified time for voluntary participants.

Satisfactory Progress - The requirement that a participant meet standards of performance imposed by an educational or training institution and by ASPIRE-TANF while participating in an education or training activity.

Support Services - Services such as child care, transportation, eye and dental care, which enable the participant to complete the Family Contract and take employment.

TANF Recipient - An individual whose family's financial needs are met in part with TANF payments in accordance with the Maine Public Assistance Manual.

TANF Single Parent Family - A TANF family which receives benefits under the program authorized in section 407 of the Federal Social Security Act whose children are deprived of parental support or care by reasons other than the underemployment of the parent who is the principal wage earner, or the incapacity of a parent

TANF Two Parent Family - A TANF family which receives benefits under the program authorized in the Federal Social Security Act, as amended by the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, and the Deficit Reduction Act (DRA) of 2005, whose children are deprived of parental support or care either by reason of the underemployment of the parent who is the principal wage earner, or by reason of incapacity of a parent.

Time Limit – A TANF family may not receive TANF assistance for longer than 60 months except in cases where the family qualifies for a time limit exemption or extension.

Transitional Employment for Maine Parents (TEMP) - a volunteer work experience position for a minimum of 20 hours per week.

Training and Work Site Agreement - An agreement which is included as part of the Family Contract and which stipulates specific performance requirements for a participant enrolled in education, training and/or work experience.

UP – Unemployed Parent refers to the cases where TANF eligibility is based on the unemployment or underemployment of one of the parents in the household.

Up-front Job Search - Newly-granted TANF recipients who are considered job-ready, and who are eligible for TANF based on unemployment of the primary wage earner or single parent recipients whose children are 5 years of age or older, *may* participate in individual or group job search activities during the work evaluation phase of involvement with ASPIRE-TANF.

Voluntary Participant - A TANF recipient who is not required to participate, by Federal or State regulations but chooses to enroll in ASPIRE-TANF.

Work Activities - Work activities are those activities that are allowable under PRWORA (Sec. 407, (d)), and are listed in this manual in Section 3 (IV. A. 3 and IV. B. 2).

Work Eligible Individual – An adult, or a minor child, who is a head of household, receiving assistance under TANF or a separate State program, who is not otherwise exempted from meeting a work requirement.

Work Evaluation - Consists of all activities related to assessment, employability plan development and initial amendment to the Family Contract. Work evaluation is limited to a maximum of 90 days, unless extended by the Commissioner (or the designee of the Commissioner).

Work Experience - This is a generic term used to describe a variety of experiential activities (such as TEMP, On-the-Job Training, Job Shadowing, etc.) that lead to, or include, employment.

Work Readiness Activities - These activities include job shadowing, job coaching, mentoring, situation assessment, and any other activity that will encourage obtaining or retaining employment.

11. Ensure that all participants with disabilities have the right to request and receive, subject to adequate Federal and State funding, a reasonable accommodation in order to receive substantially the same program benefits as persons without disabilities.

In accordance with the Americans with Disabilities Act (ADA), no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the Maine Department of Health and Human Services (DHHS), or be subjected to discrimination by DHHS.

C. Responsibilities of organizational units are as follows:

- I. The responsibilities delegated exclusively to the Office for Family Independence are:
 - a. Overall program administration including: establishing optional provisions and components of the program; program planning and design; determination of who should participate; establishment of participation requirements; development of definitions of good cause for failing to participate; and the issuance of policies, rules and regulations governing the program.
 - b. Taking certain actions regarding individuals including: determination of exemption status; providing case management services; determination of good cause for failure to participate; determination and application of sanctions; determination of extensions or exemptions from the 60-month time limit; providing notice of case actions, and fair hearings. (The conducting of fair hearings is delegated to the Department of Health and Human Services, Administrative Hearings Unit.)
2. The responsibilities of the Office for Family Independence Eligibility Units include:
 - a. Initiating the Orientation process; provide preliminary information to TANF applicants regarding ASPIRE-TANF services, participant rights and responsibilities and other pertinent information.
 - b. Having all TANF applicants sign a Family Contract, countersigned by OFI staff.
 - c. Determining whether TANF recipients are exempt from participation in ASPIRE-TANF.
 - d. Determining good cause related to eligibility issues, applying sanctions and sending notice of sanction actions.
 - e. Administering transitional child care, transitional transportation, MaineCare, Transitional Food Assistance, and TANF Worker Supplement for former ASPIRE-TANF participants, and other TANF recipients who lose TANF eligibility due to earnings, voluntary closures or increased hours of employment; administering Transitional MaineCare for families losing TANF eligibility due to increased child support collections.

- f. Representing OFI at Fair Hearings related to eligibility issues.
 - g. Determining the months that will count toward the 60-month time limit on benefits. Notifying individuals of their month count annually and providing notice to recipients 120 days prior to the end of their 60th month of TANF receipt that their time limit is imminent. This notice will include an explanation of time limit exemptions and extensions.
3. The responsibilities of the Office for Family Independence ASPIRE-TANF units include:
- a. Providing comprehensive orientation to ASPIRE-TANF participants, either individually or in groups, regarding ASPIRE-TANF, participant rights and responsibilities and other pertinent information.
 - b. Conducting a work evaluation with each participant. This work evaluation consists of all activities related to assessment and completion of amendments to the Family Contract.
 - c. Acting as case managers throughout the ASPIRE-TANF participant's period of enrollment. Case management includes counseling the participant regarding life-coping skills, brokering of support services, advocating for the participant and monitoring, evaluating and documenting the participant's progress in order to assist the participant to obtain the skills and support needed to become employed.
 - d. Providing on-going assessment, and determining whether educational achievement, aptitude, skill or other testing is needed.
 - e. Providing direct services, such as pre-training activities (group exercises to enhance self-esteem, self-awareness and develop goals), support services (child care, transportation, etc.), and making referrals to agencies providing services.
 - f. Determining good cause for failing to participate.
 - g. Recommending that the OFI eligibility unit apply sanctions, and sending notice of other participant status changes to the OFI eligibility unit.
 - h. Representing OFI at fair hearings on ASPIRE-TANF issues.
 - i. Developing resources to increase the amount, accessibility and quality of services for participants.

**MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE FOR FAMILY INDEPENDENCE
ASPIRE-TANF PROGRAM**

**SECTION 3: PARTICIPATION, PARTICIPANT PERFORMANCE REQUIREMENTS,
PARTICIPANT SATISFACTORY PROGRESS, PROGRAM PERFORMANCE
REQUIREMENTS, SCHEDULING APPOINTMENTS**

SUMMARY: This Section contains the federal and state requirements for participation in ASPIRE-TANF and satisfactory progress determinants. This Section includes appointment scheduling procedures.

I. PARTICIPATION

- A. The ASPIRE-TANF Program is a program for TANF recipients designed to provide participants with the necessary educational skills and training leading to employment. Title IV, Part A of the Social Security Act, as amended in 1996 by the Personal Responsibility Work Opportunity Reconciliation Act (PRWORA) and in 2005 by The Deficit Reduction Act (DRA) requires, where resources permit that TANF recipients who are determined to be Work Eligible Individuals participate in an education, training or employment program. Work Eligible Individual means an adult, or a minor child who is a head of household, receiving assistance under TANF or a separate State program, who is not otherwise exempted. Recipients may be exempted from participation when permitted under State law in accordance with the Maine Public Assistance Payments Manual by the Office for Family Independence Eligibility Unit.
- B. The OFI Eligibility Unit is responsible for determining whether a TANF recipient is exempt from participation. TANF recipients who are otherwise exempt may volunteer to participate in the ASPIRE-TANF Program. The OFI Eligibility Unit is, therefore, responsible for assuring that both mandatory and volunteer participants are appropriately referred to the ASPIRE-TANF Unit.

II. PARTICIPANTS PERFORMANCE REQUIREMENTS

- A. All ASPIRE-TANF Households
 - 1. In order to meet Federal work requirements, all TANF Work Eligible Individuals are required to participate in the ASPIRE-TANF program when funding is available, unless exempted from participation by the TANF eligibility worker for one of the following reasons:
 - a. A recipient who is the single custodial parent or a caretaker relative of a child under one year of age and is personally providing care for that child. This exemption is limited to no more than 12 months per single custodial parent or caretaker relative;
 - b. A recipient who is the only parent or caretaker relative available in the home to personally provide care for a disabled family member who is living in the household. The recipient is not considered to be personally providing care if the individual is a full-time student, or the child is in a preschool or a kindergarten program twenty (20) or more hours per week. The need for the TANF or PaS recipient to care for the disabled family member must be verified at least every six months through statements from a medical professional unless the disabled child is under the age of 5 and receives SSI.

3. Recipients are parents in a two parent family who are under the age of 20 and have not completed high school or successfully completed an equivalent course. These recipients will be given the choice of participating in an educational activity directed toward attainment of a high school diploma or its equivalent, in lieu of or in combination with the work component activity.
4. In any 6 week period in a Federal fiscal year (from October 1 through September 30), a parent may participate in a structured Job Search (See Section 12) in lieu of a work component participation.

III. PARTICIPANTS' SATISFACTORY PROGRESS

- A. Participants who enroll in any ASPIRE-TANF activity, (other than ASPIRE-PLUS where employer expectations shall apply) must adhere to satisfactory progress requirements. These requirements will be listed on a Training or Work Site Agreement which is considered to be part of the Family Contract Amendments. The requirements include the following:
 1. Participating as required by the activity and/or attending classes as scheduled.
 2. Reporting to ASPIRE-TANF any situation or circumstance which might affect continued participation in the activity.
 3. When applicable, making satisfactory progress in a secondary educational program as defined by the institution or program the participant is attending, which means meeting on a periodic basis of at least once a year a consistent standard based on written policy developed by the institution or program, and approved by the Maine Department of Education and ASPIRE-TANF.
 4. For participants attending post-secondary programs, including the Parents as Scholars program, satisfactory progress will include, at a minimum, the participant maintaining a 2.0 grade point average (or its equivalent).
 - a. If a participant's semester (or its equivalent) grade point average falls below 2.0, a maximum of one probationary semester (or its equivalent) will be permitted to allow the participant the opportunity to meet the 2.0 grade point average.

- a. Countable toward the first 20 hours of participation each week are:
- Unsubsidized Employment – includes “Paid Employment”, Self-Employment, On-the-Job-Training, Work Study, ASPIRE Child Care Employment, and Apprenticeship.
 - Subsidized Employment
 - Work Experience – includes Field Training (skills)
 - On-the-Job-Training – On –the-Job-Training is considered to be Unsubsidized Employment
 - Job Search & Job Readiness (6 weeks in any 12-month period – 12 weeks in any 12-month period for States with Needy State status) – Job Search and Job readiness activities include Individual Job Search, Group Job Search, Pre-Vocational (ASPIRE), Pre-Vocation (referred), Substance Abuse/Mental Health Treatment, Field Training (readiness), Placement Assistance, and Job Development.
 - Community Service Programs – Activities include TEMP (regular), TEMP (UP), and Volunteering.
 - Providing Child Care Services to an Individual Who is Participating in a Community Service Program.
 - Vocational Educational Training – Activities include Associate’s Degree (PaS), BA/BS Degree (PaS), College Courses, Community College Degree (PaS), Community College Certificate, Community College Courses, Adult Ed (skills), Employer Sponsored Training, and Technical/Trades Courses. Participants are limited to 12 months of Vocational Educational Training in their lifetime. One hour of study time will be counted toward participation for every verified hour of classroom participation.
- b. Countable after the first twenty (20) hours of participation each week:
- All activities listed in Section 3, IV, A, 3, a, plus
 - Job Skills Training Directly Related to Employment – Activities include all activities listed in Vocational Educational Training. There are no time limits on Job Skills Training activities.
 - Education Directly Related to Employment – Activities include Adult Basic Ed (ABE), English as a Second Language (ESL), Adult Ed (diploma); High School, and G.E.D. preparation.

B. Mandatory ASPIRE-TANF Program Performance for Two Parent families receiving TANF.

1. Federal law sets forth additional work requirements for parents in two parent families. Two parent families are defined as TANF families with 2 or more Work Eligible Individuals. These include the hours per week that must be worked, or hours involved in work activities, and the percentage of the two parent population that the ASPIRE-TANF Program must place in work activities.

90% of TANF 2-Parent families must be participating in work activities an average of 35 hours per week.

2. Allowable ASPIRE-TANF Program activities to be counted toward hours of work requirement participation and participation rates for parents in two parent families are as follows:

- a. Countable toward the first thirty (30) hours of participation each week:
 - Unsubsidized Employment – includes “Paid Employment”, Self-Employment, On-the-Job-Training, Work Study, ASPIRE Child Care Employment, and Apprenticeship.
 - Subsidized Employment
 - Work Experience – included Field Training (skills)
 - On-the-Job-Training – On-the-Job-Training is considered to be Unsubsidized Employment
 - Job Search & Job Readiness (6 weeks in any 12-month period – 12 weeks in any 12-month period for States with Needy State status) – Job Search and Job Readiness activities include Individual Job Search, Group Job Search, Pre-Vocational (ASPIRE), Pre-Vocational (referred), Substance Abuse/Mental Health Treatment, Field Training (readiness), Placement Assistance, and Job Development.
 - Community Service Programs – Activities include TEMP (regular), TEMP (UP), and Volunteering.
 - Providing Child Care Services to an Individual Who is Participating in a Community Service Program.
 - Vocational Educational Training – Activities include Associate's Degree (PaS), BA/BS Degree (PaS), College Courses, Community College Degree (PaS), Community College Certificate, Community College Courses, Adult Ed (skills), Employer Sponsored Training, and Technical/Trades Courses. Participants are limited to 12 months of Vocational Educational Training in their lifetime. One hour of study time will be counted toward participation for every verified hour of classroom participation.
- b. Countable after the first thirty (30) hours of participation each week:
 - a. All activities listed in Section 3, IV, A, 3, a; plus
 - b. Job Skills Training Directly Related to Employment – Activities include all activities listed in Vocational Education Training. There are no time limits on Job skills training activities; and
 - c. Education Directly Related to Employment – Activities include Adult Basic Ed (ABE), English as a Second Language (ESL), Adult Ed (diploma); High School, and G.E.D. preparation

V. SCHEDULING PROCEDURES

- A. ASPIRE-TANF will contact participants by mail in order to schedule an appointment for an assessment. The letter will indicate the date and time of appointment and will indicate the participants' rights and responsibilities on the reverse side. The letter will schedule an appointment within ten (10) working days of the mailing of the letter (Note: All correspondence from ASPIRE-TANF to participants will be sent by first-class mail, and ASPIRE-TANF will presume that any correspondence was received by the participant if it is not returned to ASPIRE-TANF by the postal system).

The letter will state that if unable to attend, the participant must notify ASPIRE-TANF prior to the appointment date.

- B. If the participant fails to appear for the appointment, and fails to contact the ASPIRE-TANF office on or before the date of the appointment with good cause (as determined by ASPIRE-TANF), a notice of non-compliance will be sent to the participant stating the complete list of available good cause reasons and requesting the participant contact her/his ASPIRE Specialist for a determination as to whether good cause exists. If there is no response to this letter, or if good cause is not found, a supervisory review will be completed on the proposed sanction. Upon supervisory approval a Notice of Sanction will be sent to the OFI Eligibility Unit to apply a sanction. Please see Section 4, III. and VII. for information regarding good cause.
- C. Commencing with the development of the participant's first amendment to the Family Contract, scheduling for additional appointments may be done at the discretion of ASPIRE-TANF either by placing the time and date of the appointment on the Family Contract or by sending the participant an appointment letter, or by orally scheduling the appointment. If the participant fails to appear for the appointment and fails to contact the ASPIRE-TANF office on or before the date with good cause (as determined by ASPIRE-TANF), steps outlined in Section 3, sub-section VI, B, will be followed.

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SECTION 4: PARTICIPANTS' RIGHTS & RESPONSIBILITIES; SANCTIONS; GOOD CAUSE; FAIR HEARINGS; CONFIDENTIALITY; OVERPAYMENT PROCEDURES

SUMMARY: This Section summarizes participants' rights and responsibilities including fair hearings, grievance procedures, and confidentiality. The Section also outlines good cause and sanctionable actions.

I. CONFIDENTIALITY

- A. Release of information about a participant to other Offices and Divisions within the Department of Health and Human Services or agencies under contract with ASPIRE-TANF, will be made only when such release is directly related to the administration of the ASPIRE-TANF activity for which information is needed.

Release of information to entities, other than those within the Department or agencies under contract with ASPIRE-TANF regarding participants will be made only upon receipt of written permission from the participant affected. This general rule relating to release of information applies to all requests from outside of the Department including other governmental authorities (local, State and Federal), courts of law, and law enforcement agencies, except as provided in Section 4, Subsection I, B. No information will be given to an absent parent concerning a participant without the written permission of said participant.

In addition, when information is sought and the participant's permission is furnished, ASPIRE-TANF will disclose only such information as is directly related to the administration of ASPIRE-TANF or the agency requesting the information.

- B. Exceptions to the requirement of obtaining the participant's written permission for release of information outside the Department are as follows:
1. In an emergency situation when the participant's consent for release of information cannot be obtained, and ASPIRE-TANF decides it is in the best interest of the participant to release the requested information, ASPIRE-TANF may release such information without written permission of the participant, with approval of a supervisor or supervisor's designee. The participant will be notified as soon as possible about the release and the reason for such release.
 2. Release of information to employers may be made as part of a job development or ASPIRE-Plus/OJT contract development activity providing that activity is included in the Family Contract which has been signed by the participant.

- D. ASPIRE-TANF will take all necessary precautions to ensure that case records and other information regarding participants are kept, when not in use, in filing cabinets or drawers out of public view. Case records may be viewed by supervised ASPIRE-TANF trainees, temporary employees or contractors who have signed a Statement informing them of their responsibilities to ensure client confidentiality.

II. PARTICIPANTS' RIGHTS AND RESPONSIBILITIES

- A. Participants will be notified orally of their rights and responsibilities at the time of the assessment interview and when a sanctionable act is committed if ASPIRE-TANF is able to meet face-to-face with the participant.
- B. A Notice of Rights and Responsibilities will be printed on the reverse side of all correspondence sent to participants as well as on the Family Contract and other ASPIRE-TANF documents signed by the participant.
- C. The Notice of Rights and Responsibilities will include a description of sanctions and participant rights and responsibilities including fair hearings.
- D. Federal law and regulations require that mandatory participants who fail without good cause to comply with ASPIRE-TANF program rules be sanctioned for failure to comply. Failure of a mandatory ASPIRE recipient to sign or abide by the terms of the Family Contract without good cause will result in termination of benefits to the individual for the lesser of ninety (90) days or until the failure to comply ceases. TANF cash assistance for the remainder of the eligible family members will continue, if they are otherwise eligible for TANF. Should the first failure to comply last for longer than 90 days or for a second and subsequent non-compliance, TANF cash assistance for the full family unit will be terminated. Food Supplement (SNAP) benefits may also be reduced for a specified period. Non-mandatory participants who do not comply with ASPIRE-TANF program rules may have services and support withdrawn, but TANF and Food Supplement (SNAP) benefits will not be reduced.
- E. Any participant who has good cause for failure to comply with ASPIRE-TANF program rules as determined by ASPIRE-TANF will not be sanctioned.
- F. Participants who disagree with ASPIRE-TANF decisions have the right to an Administrative Hearing, sometimes referred to as a Fair Hearing (Section 4, V.).
- G. The ASPIRE-TANF program is obligated by Federal regulations and State law to protect the basic rights and dignity of participants by ensuring confidentiality of information concerning those participants.
- H. The Deficit Reduction Act of 2005 requires States to report actual, verified hours of activity of TANF recipients. ASPIRE participants must provide verification of their hours of participation in ASPIRE activities.

III. GOOD CAUSE

- A. A finding of good cause allows the participant to temporarily suspend compliance with ASPIRE-TANF rules and policies, including participation in a particular activity. It is the responsibility of the participant to demonstrate to ASPIRE-TANF staff that good cause exists. ASPIRE-TANF staff will determine whether good cause exists based on the information provided by the participant.

- c. visual observation by ASPIRE-TANF staff of physical injuries.
- 10. Any other reason resulting in failure to participate that is beyond the control of the participant or that a reasonable person would determine to be good cause.
- C. Good cause for failure to accept employment or for quitting employment includes those items listed in section III, B, (with the exception of the phrase "at no additional cost to the participant", appearing in Section IV, B, 4, which does not apply to employed participants) and the following:
 - 1. The employment does not pay at least the Maine minimum wage.
 - 2. The employment results in the participant's family experiencing a net loss of cash income.
 - 3. The daily hours of work and the weekly hours of work exceed those customary to the occupation.
 - 4. The employment is dangerous to health or safety.
 - 5. Daily commuting time or daily distance is more than a two hour round trip commute from the participant's residence.
 - 6. The participant is not physically and/or mentally able to do the job.
 - 7. The participant is required to join or quit a union.
 - 8. There is a legal strike or lock-out or other bona fide labor dispute at the work site.
 - 9. The job or work hours interfere with the participant's religious beliefs.
 - 10. Community resources (i.e. transportation and child care) necessary for participation in employment are not available.
 - 11. The employment offered interrupts a program in progress under an approved Family Contract.
 - 12. The participant is laid off and job-attached as defined by Unemployment Insurance law.

V. FAIR HEARINGS

- A. A participant who disputes an ASPIRE-TANF decision, including either involving the ASPIRE-TANF Family Contract (including suspension, reduction, overpayment, or the discontinuation of program services), or the allegation by ASPIRE-TANF that an act of non-compliance or a sanctionable act has been committed, has the right to a fair hearing, provided the request for a fair hearing is made timely. ASPIRE-TANF or OFI eligibility staff will complete the fair hearing request on behalf of the participant and forward it to the Administrative Hearings Unit.

- B. The request for a fair hearing must be made within thirty (30) calendar days of the mailing or hand delivery of the notice of action which is disputed. If the disputed decision involves suspension or termination of ASPIRE-TANF services which have been previously granted or reduction of TANF or Food Supplement (SNAP) benefits, and the participant requests a fair hearing within ten (10) days of the notice, ASPIRE-TANF services and/or TANF and Food Supplement (SNAP) benefits will continue pending outcome of the fair hearing.
- C. ASPIRE-TANF will offer to assist the participant in contacting free legal counsel and will otherwise assist the participant in preparing for the fair hearing as may be necessary.
- D. At the fair hearing, the participant has the right to:
 - 1. be assisted by an representative of the participant's choice;
 - 2. present witnesses;
 - 3. examine and introduce evidence from the case record, and examine and introduce any other pertinent Department documents;
 - 4. present and establish all relevant facts and circumstances by oral testimony and documentary evidence;
 - 5. advance any pertinent arguments without undue interference;
 - 6. question any testimony, and confront and cross-examine adverse witnesses.

V. SANCTIONABLE ACTS

- A. TANF recipients are expected to enroll and participate in ASPIRE-TANF activities, and every effort will be made to encourage the cooperative participation by both mandatory and voluntary participants.

When a participant fails to participate, as required by ASPIRE-TANF rules, a sanction may occur.
- B. A sanctionable act is one which can result in the loss of TANF and Food Supplement (SNAP) benefits for a period in accordance with OFI eligibility rules. The following will be considered sanctionable acts unless good cause is established:
 - 1. Failure or refusal to keep an initial assessment appointment following the mailing of a scheduling letter (Note: Written correspondence from ASPIRE-TANF to participants will be sent by first-class mail, and ASPIRE-TANF will presume that any correspondence was received by the participant if it is not returned to ASPIRE-TANF by the postal system).
 - 2. Failure or refusal to keep additional appointments required by ASPIRE-TANF, scheduled either by including appointment details on the Family Contract Amendment, by mailing an appointment letter, or by scheduling the appointment verbally.
 - 3. Failure or refusal to sign, or abide by the provisions of the Family Contract, Training Agreement, or Work Site Agreement, or failure or refusal to abide by performance or satisfactory progress standards listed in a Family Contract, Training Agreement, or Work Site Agreement.

4. Seriously disrupting an ASPIRE-TANF activity, including employment, or behaving in a manner which constitutes a threat or hazard to others.
5. Failure or refusal to report to an employer when referred; make application or accept suitable employment; voluntarily quitting a job or reducing wages without good cause; or being discharged for misconduct (refer to III. C, pgs. 4-6 of this section for good cause reasons).

Note : OFI may not sanction a single custodial parent with a child under age 6 based on the parent's refusal to engage in required work if she or he demonstrates an inability to obtain needed child care for one or more of the following reasons:

- a. Appropriate child care (defined by OFI as a child care provider that has passed a required background check by the ASPIRE-TANF Program) within a reasonable distance (1/2 hour or less of travel time one-way) from the home or work site is unavailable;
- b. Informal child care by a relative or under other arrangements is unavailable or unsuitable ("unsuitable" is defined by OFI as a potential child care provider that has a substantial complaint involving child abuse or neglect, or a background check with the State Bureau of Identification and/or the Department of Motor Vehicles that indicates convictions, such as for "Operating Under the Influence" or criminal activity, that would justify the denial of the person applying to receive child care payments from OFI); or
- c. Appropriate and affordable ("affordable" is defined by the Child Care Market Rates that are determined every 2 years by the Office of Child and Family Services of the Department of Health and Human Services) formal child care arrangements are unavailable.

VI. SANCTIONING PROCEDURES

- A. Prior to imposing a sanction against an individual, ASPIRE-TANF must complete a sanction process, which includes the following:
 1. Thoroughly review the circumstances of the individual.
 2. Provide the individual with a notice that states the basis for the sanction and a complete list of good cause reasons as found in number III. of this section. The participant will have 10 workdays to respond to the notice, either disputing the allegations, providing information relative to good cause or admitting the findings.
 3. Provide the individual with an opportunity to inform OFI of good cause circumstances.
 4. Obtain supervisory approval of the recommendation of the ASPIRE Specialist to impose a sanction.

If the ASPIRE Specialist finds good cause, he or she shall offer reasonable alternative participation requirements and document them in the participant's Family Contract Amendment and case record.

If a sanction has been imposed in error, the Department will correct the error and remedy the case.

B. If it is determined that a sanctionable act has occurred, the following steps will be followed:

1. When a sanctionable act occurs, the Eligibility Unit must be notified within five (5) working days of the end of the ten (10) day notice period described in A. above.
2. A Notice of Noncompliance will be completed by ASPIRE-TANF staff and will be forwarded to the Eligibility Unit. It will describe the sanctionable act and will list appropriate ASPIRE-TANF rule citations.

C. In accordance with OFI eligibility rules, it is the responsibility of the participant to show that good cause for failing to comply exists, and the participant shall receive written notification of the decision made by ASPIRE-TANF staff concerning the claim of good cause. OFI shall maintain data on sanctions, including the number of sanctions recommended and results of supervisory reviews.

The participant may request a fair hearing if he or she disagrees with ASPIRE-TANF's decision regarding a sanctionable act.

D. TANF financial eligibility rules describe the amount and duration of sanctions. Refer to Chapter II of the Maine Public Assistance Manual for the most current information.

VII. OVERPAYMENT PROCEDURES

A. When a support service (e.g., child care, transportation, auto repairs, etc.) payment amount is determined to be incorrect as a result of an agency or participant error, or false information presented by the participant, then an overpayment must be calculated.

This information is forwarded to the participant's Eligibility worker, who will determine the recoupment amount from the TANF or PaS check, according to TANF policy (Maine Public Assistance Manual, Chapter VI, pgs. 14 - 17).

B. Prior to forwarding the overpayment information to TANF, the ASPIRE-TANF case manager will contact the participant in writing about the overpayment. The participant will have 10 days from the mailing date to respond to the ASPIRE-TANF worker. The participant will be notified in writing of the right to an Administrative Hearing.

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SECTION 5: WORK EVALUATION PROCESS

SUMMARY: This Section describes the parts of the Work Evaluation which is the period of time, not to exceed 90 days, during which recipients complete the orientation process, complete a questionnaire for determination of ASPIRE-TANF services that are needed, are informed of their rights and responsibilities, complete the preliminary assessment and amend the initial Family Contract.

It is during the Evaluation that a determination of eligibility for the Parents as Scholars program is completed (however, it is important to note that application for the PaS program can occur at any point during participation in ASPIRE-TANF) - see Section 16 for further information about this program.

I. GENERAL PROVISIONS

- A. Each TANF recipient who is mandated to participate, or volunteers to participate, in the ASPIRE-TANF Program will complete a questionnaire which will be part of the Evaluation to determine the services required to meet the employment goal mutually-agreed upon by ASPIRE-TANF staff and the participant. As a part of the orientation process for ASPIRE-TANF, all participants must be given the opportunity to apply for any education, training and employment and support services at the office of the program serving the area in which the individual lives.

At orientation, each participant shall receive a complete list of all support services and education, training and employment services available under the ASPIRE-TANF program so that the individual may identify the services that the individual considers necessary to participate in the program. A written copy of each amendment to the Family Contract must be given to the participant, together with a complete list of all support services and education, training and employment services available under the program, and notice of the participant's right to request a conciliation meeting and a fair hearing.

A participant may request an amendment to the participant's Family Contract at any time. If the participant's request is denied, the participant must be notified in writing of the reason for the denial and must be given notice of the right to a fair hearing. The services provided by ASPIRE-TANF are those that will lead to sustainable employment, and possible penalties for failing to comply with ASPIRE-TANF Program rules must be explained (verbally and in writing) to participants. The final determination as to the content of the Family Contract will be decided by ASPIRE-TANF staff utilizing the assessment process and, to the maximum extent possible, the preferences of the participant.

Services requested will be approved or denied by ASPIRE-TANF within thirty (30) days of request based on the availability of, and funding for, the services, and/or whether it is necessary to complete an amendment to the Family Contract. Reasons for denial will be indicated on the notice to the participant together with appropriate citations from ASPIRE-TANF rules. A participant who disagrees with the denial has a right to a fair hearing.

5. Writing amendments to the Family Contract that binds both the Department and the participant to the actions in the contract.
6. Identifying and referring the participants to available resources (both within and outside the Department) to assist him to meet his needs.
7. Evaluating the effectiveness of the participant's resources.
8. Advocating for the participant with resource providers (both within and outside the Department).
9. Monitoring, evaluating and documenting the participant's progress during her enrollment in ASPIRE-TANF.
10. Authorizing expenditures of State and Federal funds on behalf of the participant consistent with ASPIRE-TANF rules.
11. Maintaining participant confidentiality at all times.
12. Representing the Department during fair hearings.
13. Making the basics of budgeting income available to all ASPIRE participants.

II. PROCEDURES

The initial Family Contract is completed at the time application for TANF or Parents as Scholars benefits is made.

- A. An amendment to the Family Contract will be written and signed by the participant and ASPIRE-TANF staff following assessment. The employment goal, in as much detail as possible, will be listed on the first amendment to the Family Contract.
- B. The amendment to the Family Contract will be completed subsequent to the orientation meeting. It will list an employment goal, an interim goal (e.g. GED completion, skills training, etc.) and specific activities of both ASPIRE-TANF and the participant necessary to reach this goal. The Family Contract will be specific and detailed and will list all support services required during the length of the contract and estimated costs of those services.
- C. The Family Contract will be signed by the ASPIRE-TANF staff and the participant. ASPIRE-TANF staff will provide each participant the opportunity to disagree with the content of the Family Contract. A participant disagreeing with the content of the Family Contract, may so indicate on the Family Contract, and may request a fair hearing. Even if the participant disagrees with the content, the participant must sign the Family Contract or be subject to sanctions. The participant will receive a copy of the Family Contract and each amendment. The Family Contract will be limited to the time period necessary to reach the interim goal, not to exceed six months. The Family Contract will be amended if changes are necessary by completing an amendment, signed by the participant and a representative of the ASPIRE-TANF program.
- D. The Family Contract may take into account certain needs of the participant's immediate family including referral for counseling and other activities which involve no direct cost to ASPIRE-TANF.
- E. ASPIRE-TANF will provide assistance as needed to the participant to help understand the purpose and content of the Family Contract.

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SECTION 11: WORK ACTIVITY SERVICES

SUMMARY: This Section describes ASPIRE-TANF work activities which include MaineServe and Transitional Employment for Maine Parents (TEMP) and Providing Child Care services to an ASPIRE participant in a Community Service Program.

I. GENERAL PROVISIONS

- A. The purpose of MaineServe, TEMP, and Providing Child Care Services is to enhance job skills, and provide recent employment references.
- B. Placement in permanent full-time employment will have priority over participation in MaineServe or TEMP or Providing Child Care Services.
- C. MaineServe and TEMP positions will be in public or private non-profit organizations.
- D. MaineServe positions shall be limited to projects which serve a useful public purpose such as education, urban and rural development, health, and social services.
- E. Neither MaineServe or TEMP placements will be provided to an agency where an organized union strike or walkout is occurring or other labor dispute is in progress.
- F. No organization, or agency in violation of local, State or Federal laws will be eligible for MaineServe or TEMP placements.
- G. The EEO and ADA policies of the prospective MaineServe or TEMP sites should be assessed to determine if the work activity will be conducted in a responsive setting, and the prospective site is in compliance with EEO and ADA regulations.
- H. The MaineServe or TEMP site agrees to maintain the confidentiality of any information regarding ASPIRE-TANF participants or their immediate families which may be obtained through interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the Work Site Agreement and to persons having responsibilities under the Agreement.

- I. The monthly maximum number of hours that can be required of a participant assigned to either MaineServe or TEMP is obtained by dividing the total of the TANF and Food Supplement (SNAP) benefit amounts by the current Maine minimum wage; fractional hours will be dropped. The monthly number of hours is then divided by 4.3 to arrive at a weekly figure and this number is written in the Family Contract Amendment as the maximum number of hours per week that will be required for participation in MaineServe or TEMP. If the total is less than the minimum number of hours required by Federal and/or State law, then the difference will be made up by involving the participant in non-work activities, such as skills training or remedial education. The maximum number of hours of participation in MaineServe or TEMP is subject to review and change as the TANF and Food Supplement (SNAP) benefit amounts change, and should be addressed whenever new Family Contract Amendments are written.
- J. After six months, TEMP positions will be reassessed to determine whether the placement continues to be viable for the participant.
- K. At the end of nine months, the MaineServe volunteer and the ASPIRE-TANF case manager shall evaluate the MaineServe placement. If it is determined to be appropriate, the MaineServe volunteer may renew the placement within MaineServe.
- L. ASPIRE-TANF will not provide funds to a MaineServe or TEMP placement site.
- M. Any mandatory ASPIRE-TANF participant who has completed training and job search but has not obtained a permanent job or any mandatory ASPIRE-TANF unemployed parent must participate in either TEMP or MaineServe .
- N. Any voluntary ASPIRE-TANF participant may choose to participate in MaineServe or TEMP.
- O. ASPIRE-TANF will provide the necessary support services in accordance with Section 15 in order for the participant to complete the MaineServe or TEMP placement.
- P. An amended Family Contract will be developed which will reflect the MaineServe or TEMP activity, the participant's requirements and will include the services needed by the participant to succeed in the placement.

II. MaineServe

- A. MaineServe is a temporary volunteer work experience position designed to provide parents who are eligible for TANF opportunities to serve their communities and the State.
- B. Eligibility: Any ASPIRE-TANF participant over 16 years of age is eligible to volunteer for MaineServe, except that any person under 20 years of age who has not completed high school or its equivalent must also participate in an educational activity designed to complete high school education.
- C. Duration of service: MaineServe volunteers may serve up to 9 months. At the end of the service period, the MaineServe volunteer and the ASPIRE-TANF case manager shall evaluate the MaineServe placement. If the case manager determines that the service is appropriate, the MaineServe volunteer may renew the placement within MaineServe.

III. TRANSITIONAL EMPLOYMENT FOR MAINE PARENTS (TEMP)

- A. TEMP is a temporary volunteer work experience position designed to provide parents who are eligible for TANF opportunities to learn job skills, gain work experience, and earn referrals for future employment.
- B. TEMP participants will not receive work or training reimbursements for voluntary work performed.
- C. ASPIRE-TANF will assist in the development of a placement site which will match the participant's abilities, work history and employment goal, to the extent possible, within a reasonable distance from the participant's location and program resources.

IV. PROVIDING CHILD CARE SERVICES TO ENABLE ANOTHER PARTICIPANT TO PARTICIPATE IN COMMUNITY SERVICE

- A. An individual may provide Child Care Services to enable another TANF recipient to participate in a community service program.
- B. In a two parent household, one parent may not meet their participation requirement by providing care to children in the household while the other parent participates in community service.

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SECTION 12: JOB SEARCH ACTIVITIES

SUMMARY: This Section describes ASPIRE-TANF job search services which include self-directed, individual and group job search, and job development and placement.

I. GENERAL PROVISIONS

- A. TANF recipients who are considered job-ready, which includes those who are eligible for TANF based on underemployment of the primary wage earner and those single parent recipients with a recent work history whose children are 5 years of age or older, may participate in individual or group job search activities (depending on the needs and resources of the local ASPIRE-TANF offices) during the work evaluation phase of involvement with ASPIRE-TANF. This up-front job search is limited to a maximum of 6 weeks.
- B. ASPIRE-TANF participants who have completed the agreed-upon training necessary for the employment goal will be required to participate in a job search activity.
- C. An amendment to the Family Contract must include the participant's job search activity and the necessary support services in accordance with Section 14 in order for the participant to complete the job search activity.
- D. When approved job search services are available at comparable quality and cost, including the cost of support services, and the implementation of the Family Contract would not be unreasonably delayed, the participant may choose to receive services from the provider of the participant's choice. If the ASPIRE-TANF case manager and the participant cannot mutually agree on that choice, then the decision will be made by the OFI ASPIRE-TANF case manager subject to fair hearing.
- E. No participant can be required to participate in a structured ASPIRE-TANF (individual and/or group) job search for more than six weeks in any Federal fiscal year. However, if the participant chooses to utilize another agency or organization (self-directed) to assist with job search in lieu of ASPIRE-TANF, this activity is not considered as part of the six week time limit.

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SECTION 14: SUPPORT SERVICE BENEFITS AND PAYMENT PROVISIONS

SUMMARY: This section describes support service benefits provided to enable participants to complete the Family Contract and provisions for payment by ASPIRE-TANF.

I. GENERAL PROVISIONS

- A. Support service benefits such as child care, transportation and other services directly related to education, training, job search, work component activities and employment services are necessary for participants to complete the Family Contract and obtain employment.
- B. ASPIRE-TANF will provide funding for support services which are necessary to complete the Family Contract, including any assessments, only when funding for such services is not available from other sources, and only as long as ASPIRE-TANF funding is available for needed services.
- C. ASPIRE-TANF will provide support service benefits for the least expensive service providing that service is of acceptable quality as determined by ASPIRE-TANF.
- D. The participant will be responsible and accountable for the appropriate use of service benefits as outlined in the Family Contract. Any documented and substantiated misuse of service benefits, purchased goods and/or services by a participant will be grounds for the termination of a current Family Contract, and repayment or other suitable recovery procedure will be instituted unless there is good cause. (*Refer to Section 4, VIII for Overpayment Procedures*).
- E. The amount for support service benefits will be limited. Specific caps on support services are included in their descriptions in Section 14, II.
- F. The term "period of enrollment" used in this chapter is defined as that period beginning with the opening of activity with the ASPIRE-TANF program, until participation with ASPIRE-TANF is ended (unless closure is due to a sanction).

II. SUPPORT SERVICE BENEFITS, PAYMENT PROVISIONS AND PROCEDURES

- A. **Childcare** - ASPIRE-TANF will provide a (TANF) benefit for childcare (exception: see number 9 below) for any participant within an approved ASPIRE Family Contract for children who are included on the TANF grant and who are under the age of thirteen (13); or physically or mentally incapable of caring for themselves (as certified by a physician or licensed psychologist); or under court supervision; or who would be dependent except for the receipt of Supplemental Security Income or because they are in foster care. ASPIRE-TANF, in situations that are not included above but are recognized to exist and are authorized by regional ASPIRE-TANF management, will provide a (TANF) benefit for childcare when it is required for a participant to complete the requirements of a Family Contract Amendment.

5. ASPIRE-TANF will not provide child care benefits to providers who are living in the participant's household.
 6. ASPIRE-TANF will not provide a child care benefit to a participant who is receiving a child care deduction in the determination of the TANF grant amount. ASPIRE-TANF will discuss with the participant the options, to determine the best course of action, as to whether ASPIRE-TANF will provide a child care benefit or the participant will use the child care disregard in the computation of the participant's TANF benefit. ASPIRE-TANF can pay the cost of child care that exceeds the TANF child care disregard, if this is in the best interests of the participant and the ASPIRE-TANF program.
- B. **Transportation** - ASPIRE-TANF will pay for the reasonable cost of transportation necessary for the participant to engage in scheduled activities prescribed in the Family Contract. Transportation reimbursement is limited to 400 miles per week at thirty cents (\$.30) per mile. (Exception: ASPIRE participants who are handicapped and who operate their own personal wheelchair lift or other specially-equipped vehicle during the course of participating in activities outlined in the Family Contract Amendment may receive a mileage reimbursement rate of forty-five cents (\$.45) per mile. The following provisions apply:
1. ASPIRE-TANF will pay for the least expensive mode of transportation that will effectively enable the participant to engage in activities prescribed on the Family Contract. ASPIRE-TANF will make the final determination regarding mode of transportation after considering such factors as scheduling of Family Contract activities. The selected transportation mode(s) will be defined in the Family Contract.
 2. Public transportation will be provided via ASPIRE-TANF ticket purchases.
 3. Car pool drivers will be reimbursed for the most direct route, including stops at child care providers, at the rate of \$.30 cents per mile plus \$2.00 per day per ASPIRE-TANF participant transported (excluding the driver).
 4. Taxi fare will be paid, but only as a temporary measure while more permanent and less expensive transportation modes are secured, unless it proves to be the least expensive mode of transportation.

5. ASPIRE-TANF will reimburse a properly licensed participant using a properly registered private vehicle at the rate of \$.30 cents per mile for the most direct routes to and from activities prescribed in the Family Contract including trips to a child-care provider. Other provisions regarding use of private vehicle are as follows:
 - a. The \$.30 cents per mile shall be used to cover all costs of maintaining the vehicle including gasoline, maintenance and repairs, license and registration fees, insurance, tows and parking fees.
- C. **Auto Repairs** - In addition to reimbursing \$.30 cents per mile, ASPIRE-TANF will pay a maximum of \$500 per participant per calendar year on the vehicle used by the participant while engaged in activities as specified in the current Family Contract Amendment. Under no circumstances will any part of the \$500 carry-over from one calendar year to another - any unused portion will lapse at the end of each calendar year. The vehicle's value, overall mechanical condition and other pertinent factors will be used by the case manager to determine whether payment for vehicle repairs is warranted.
 1. ASPIRE-TANF will only pay repairs on a vehicle which is registered to either the participant, or in the case of an unemployed parent TANF family, the participant's spouse.
 2. Repair costs shall be approved in advance of the actual service except in the case of an emergency which must be approved by ASPIRE-TANF following the emergency. The participant will be required to provide to ASPIRE-TANF an estimate and evidence of the need for the repair signed by a licensed inspection mechanic. The actual repair may be performed by a qualified person of the participant's choice.
 3. In an emergency when a repair and/or tow is needed in order to make the vehicle functional, and ASPIRE-TANF cannot be reached for approval, the participant may have such repairs performed and request approval from ASPIRE-TANF within two weeks.
 4. Payment of approved repair costs to a vendor will be made only following submission of an itemized, original bill. When payment is made to a participant's TANF EBT account, a paid receipt must be returned to ASPIRE within two weeks. If no receipt is provided or the amount on the receipt is less than the support service benefit, an overpayment will be established.
- D. **Auto Liability Insurance** - ASPIRE-TANF will pay the cost of the minimum liability insurance required by Maine law up to a maximum of \$300 per period of enrollment, commencing with paid mileage necessary to complete the Family Contract, for a vehicle registered to and solely operated by the participant. In instances where a vehicle used by the participant is co-registered with another person or used by another person, ASPIRE-TANF will only pay that portion of the premium which is attributable to the participant. ASPIRE-TANF will pay premiums in the most cost-effective manner possible, but will not pay premiums for extended periods when the participant is not actively engaged in prescribed Family Contract activities.

**MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE FOR FAMILY INDEPENDENCE
ASPIRE-TANF PROGRAM RULES**

SECTION 16: PARENTS AS SCHOLARS PROGRAM

SUMMARY: Parents as Scholars is a student aid program based on need, for up to 2000 participants, to aid needy students who have dependent children and who are matriculating in post-secondary undergraduate 2-year and 4-year degree-granting programs.

I. AUTHORIZATION

The Department is authorized to operate the Parents as Scholars Program by Maine Public Law (22 MRSA Chapter 1054-B, §3790).

II. PHILOSOPHY

The Parents as Scholars (PaS) Program is a tool to provide alternative means of achieving self-support for some parents. PaS allows participants to receive a package of financial aid, MaineCare and support services while attending, on a full-time basis (as defined by the educational institution), post-secondary undergraduate 2 and 4-year degree-granting programs. It is recognized as a student financial aid program, while still operating under the same rules as found in the ASPIRE-TANF Program.

III. GENERAL PROVISIONS

A. Eligibility Criteria

1. Individuals with marketable bachelor's degrees are ineligible for enrollment.
2. To the extent that program resources and space permit, enrollment in the program must be granted if the assessment results in findings as follows:
 - a. That the individual does not possess the necessary skills to obtain employment that will enable the individual to support a family at 85% of the median family income in the State for a family of the same size;
 - b. That, considering potential employment opportunities and local labor market conditions, the post secondary education sought by the individual will significantly improve the ability of the family to be self-supporting;
 - c. That the individual has the aptitude to complete the proposed post-secondary program successfully. Aptitude is determined on an individual basis, using assessment procedures from Section 5 and all other relevant information to make an informed decision as to whether or not the individual can realistically succeed in the proposed post-secondary education program.

**MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES
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SECTION 17: TANF TIME LIMIT EXTENSIONS

SUMMARY: This Section describes the extensions to the TANF 60 month time limit and the role and responsibility of the ASPIRE-TANF Program in implementing those extensions.

I. GENERAL PROVISIONS

- A. Under federal and state law, most families can receive TANF cash assistance for a maximum of 60 months. TANF is temporary cash assistance to help support families while they work with the ASPIRE-TANF Program to reach their employment goals and take steps to achieve self-support.
- B. Maine may extend TANF cash assistance beyond 60 months to households where the adult(s) or minor parent head of household meets the following requirements:
 - 1. Meets the criteria of one of the hardship extensions included in III, 1-8, below,
 - 2. Participates in Family Contract Amendment activities unless good cause for non-participation exists, and
 - 3. Meets all other TANF eligibility requirements
- C. All hardship extension decisions and case closures based on the 60-month time limit must be approved by an OFI Supervisor.

II. PRE-TERMINATION PROCESS

- A. An OFI supervisor will review all open TANF cases scheduled to be terminated due to the TANF time limit.
- B. Notices will be sent by OFI Eligibility to households no later than 120 days prior to the end of the 60th month of TANF receipt. This notice will offer the adult or minor parent head of household the opportunity to hold a meeting with ASPIRE to review the family's case. If a meeting is requested ASPIRE must schedule either a telephone meeting or a face to face meeting. The following topics must be explained to TANF recipients in this meeting:
 - 1. Explain exemptions to the individual month count (see the Maine Public Assistance Manual, Chapter I, General Rule, page 21) and determine if those criteria may apply to any months this family received TANF
 - 2. Determine if extension criteria (III, 1 -8, below) may apply to the family
 - 3. In cases where closure is imminent discussion must include the adult's plan for supporting their family post termination. Available services and resources to help meet the family's basic needs will be offered
- C. When the adult recipient fails to attend the time limit family meeting the Department will determine whether the family is eligible for a hardship extension based on the information in the family's case record.

III. **HARDSHIP EXTENSIONS**

- A. All hardship extensions are temporary and may be approved for up to six months. Additional incremental extensions may be granted for up to six months, unless specified. .
- B. Extension requests may be made in the last 3 months of a household's 60 months of TANF receipt or at time of TANF application, if 60 months of TANF benefits have already been received by the family.
- C. Progress towards the goal of self-support must be demonstrated in order for additional hardship extension requests to be approved. Specific action steps in the Family Contract Amendment must have been accomplished, unless good cause has been established.
- D. If the adult with 60 or more months of TANF receipt is found to be in non-compliance with required activities during an extension, without good cause, that TANF extension will be closed.
- E. Individuals have the primary responsibility of providing verification to support their request for a hardship extension. If the applicant has difficulties in obtaining the required verification, DHHS staff will assist the individual.
- F. The following includes types of hardship extensions, descriptions and time frames, and targets for case management during that extension period:
 - 1. **Domestic Violence** –An adult or minor parent head of household who is a victim of domestic violence may be eligible for an extension of up to six months. Additional incremental extensions of up to six months may be granted.
 - a. **Definition:** An adult or minor parent head of household is currently involved in or living with the effects of a domestic violence situation, which includes one or more of the following:
 - i. Physical acts/ threats of physical injury
 - ii. Sexual abuse of a child or caretaker of a child
 - iii. Psychological effects of the abuse
 - b. **Verification:** The individual must provide reasonable and verifiable written evidence of the abuse including, but not limited to:
 - i. Court, medical, law enforcement, child protective, social services, psychological, or other records that establish that the individual has been a victim of domestic violence; or
 - ii. Sworn statements from adult persons, other than the individual, with knowledge of the circumstances affecting that individual.
 - c. **Case Management:** A Family Contract Amendment may include steps to reduce the threat of violence and increase family security and steps to prepare for employment and reach self support in the shortest time possible. ASPIRE will offer to connect participants to local domestic violence projects and/or support agencies.

2. **Disability** – Adult(s) or minor parent heads of household who are disabled may be eligible for an extension of up to six months. Additional incremental extensions of up to six months may be granted.
 - a. **Definition:** The adult(s) or minor parent head of household is unable to engage in gainful employment based on medical evidence. The disability must substantially reduce the individual's ability to support the family.
 - b. **Verification:** The individual must provide verification of an application for disability for SSI, SSDI, or Railroad Retirement Disability. If the impairment is believed to be temporary (less than 12 months) the individual must provide verification of a TANF Presumptive Eligibility application (See TANF, Chapter II).
 - c. **Case Management:** A Family Contract Amendment must include steps to follow up with any disability application process. A Family Contract Amendment may include cooperating with the Department of Labor, Bureau of Rehabilitation, Vocational Rehabilitation Services, if found appropriate.
3. **Caring for a Significantly Disabled Family Member** – The adult(s) or minor parent head of household may be eligible for an extension of up to six months. Additional incremental extensions of up to six months each may be granted.
 - a. **Definition:** The adult or minor parent head of household is needed to care for a family member who resides in the home and would be included in the TANF grant if otherwise eligible, and who has a temporary or permanent mental or physical illness, condition, or incapacity and no other care is available.
 - b. **Verification:** Documentation must be provided from a medical professional that verifies:
 - the household member's illness, or incapacity, AND
 - their need for full time care
 - c. **Case Management:** A Family Contract Amendment must include development of a plan for care for the disabled family member to enable employment or a return to employment for the individual or development of another plan for financial support in anticipation of the end of TANF cash assistance.

4. **Participation in a Training or Education Program** – The adult or minor parent head of household may be eligible for an extension up to six months. Additional incremental extensions of up to six months each may be granted.
 - a. **Definition:** The adult or minor parent head of household, who, in the 60th month of receipt of TANF cash assistance is participating in an approved vocational education training program. Vocational education training is defined in ASPIRE-TANF Program Rules Section IV, A.1.a. This does not include: Adult Basic Education, General Equivalency Degrees, English as a Second Language, or High School. Individuals must maintain satisfactory progress (Section 3, III, A.) towards completion. (See Sections 10 and 16 for training and education time frames and completion requirements.)
 - b. **Verification:** The individual must verify their training/ education schedule, grades or completion results and hours of participation.
 - c. **Case Management:** For those receiving TANF-PaS benefits, the eligibility criteria and participation requirements (Section 16) remain the same during an extension.
5. **Working Families** – The adult(s) or minor parent head of household may be eligible for an extension up to six months. Additional incremental extensions of up to six months each may be granted.
 - a. **Definition:** The adult(s) or minor parent head of household is working at paid employment for at least 35 hours per week but continues to be eligible for TANF cash assistance.

NOTE: Self-employed individuals must demonstrate that they are working 35 hours per week and must be earning at least the state equivalent to the minimum wage per hour to be eligible for this extension.

 - b. **Verification:** Employment hours are verified through paystubs, or other employer contact through either OFI Eligibility or ASPIRE, and is documented in the client's electronic case file.
 - c. **Case Management:** A Family Contract Amendment must include steps to attempt to increase the individual's work hours and/or pay.
6. **Pregnancy** – The adult(s) or minor parent head of household may be eligible for an extension up to six months.
 - a. **Definition:** A pregnant individual who is in her last trimester of pregnancy in her 60th month of TANF receipt. This is limited to single parent households.
 - b. **Verification:** Pregnancy verification must be provided by the individual to the Department.
 - c. **Case Management:** Assessment shall include discussion of family planning and resources provided, upon request, to prevent unwanted pregnancies.

7. **Loss of Job** – The adult or minor parent head of household, who becomes unemployed following his or her termination from TANF as a result of the time limit, may be eligible for an extension of up to six months. Additional incremental extensions of up to six months each may be granted provided there is a break in TANF for at least 12 months between the two extension periods.
- a. Definition: The adult or minor parent head of household, who becomes unemployed following his/her termination from TANF as a result of the time limit, may be eligible for an extension of up to six months when:
- i. The individual has been employed for at least 12 months following TANF closure as a result of the time limit or as the result of the end of an extension period; and
 - ii. The job loss was through no fault of the individual; and
 - iii. The individual has applied for unemployment benefits and would have been eligible except that (s)he has not worked for a sufficient length of time.
- b. Verification: The individual must provide:
- i. Verification of his/her employment for 12 months following TANF closure; and
 - ii. Verification of the reason for his/her most recent job loss; and
 - iii. Verification of his/her unemployment benefits status.
- c. Case Management: A Family Contract Amendment must include job search activities when appropriate, as outlined in Section 12.
8. **Occurrence of an Emergency Situation** – A family may be eligible for an extension of up to six months when the family has experienced an emergency situation, other than citizenship or alien status, which is beyond the control of the family and prohibits them from engaging in employment.
- a. Definition: A family may be eligible for an extension of up to six months when the family has experienced an emergency situation, other than citizenship or alien status, which is beyond the control of the family and prohibits them from engaging in employment. This extension must be approved by the TANF Program Manager. Examples of an emergency situation include but are not limited to the following:
- i. Death of child , spouse or parent; or
 - ii. Homelessness due to a disaster such as fire, flood or act of nature.
 - iii. Victims of violent crimes

- b. **Verification:** The individual must provide verification of the emergency situation that is prohibiting them from engaging in employment. Examples of this verification may include a written statement from a law enforcement official, or a social service agency.
- c. **Case Management:** The individual's Family Contract Amendment must include steps to resolve barriers to employment created by the emergency situation. Appropriate referrals to available resources and services that may assist the family must be offered.

IV. EXTENSION APPROVAL

- A. Hardship extensions shall not be granted when:
 - 1. The participant has rejected an offer of employment or quit a job without good cause (Section 1, III., C.) within the last year;
 - 2. The participant has failed to cooperate with ASPIRE, DSER, or QC within the past year resulting in two or more sanctions::
 - 3. The participant has an Intentional Program Violation from the Department of Health and Human Services in the past 36 months, following the date the IPV was established.
- B. Extensions must last a minimum of one month to a maximum of six months.
- C. Individuals must meet the hardship extension criteria in order to remain eligible for an extension.
- D. Individuals will receive extension decisions in writing. This notification will explain the reason for the decision and appeal rights.
- E. A signed Family Contract Amendment must be completed within 10 days granting a hardship extension.
- F. Support Services, as defined in Section 14, may be provided during extensions.
- G. Good cause for non-compliance with an activity in the Family Contract Amendment during a hardship extension is allowed consistent with the good cause provisions as defined in Section 4, III.
- H. Reviews of individual's progress during their extension must be completed at least monthly by the ASPIRE-TANF Program. A review must be conducted when the Department becomes aware of changes in the household, including, but not limited to, earnings or household composition.
- I. If the adult or minor head of household, who has been approved a hardship extension based on total inability to work, begins employment that extension is terminated and TANF benefits closed.
- J. When a hardship extension has been granted and the TANF adult who has not received 60 months of TANF benefits fails to comply with ASPIRE rules, without good cause, the sanction process will be followed (Section 4, V. and VI)..

- K. When a hardship extension has been granted and the TANF adult who has received 60 months of TANF benefits fails to comply with ASPIRE rules, without good cause, the extension will end and the TANF case will close..

V. FAIR HEARINGS

- A. A participant who disputes an ASPIRE-TANF decision made during an extension or regarding the approval or denial of an extension has the right to a fair hearing, provided the request for the fair hearing is made within 30 days of the notice of the extension decision.
- B. The Department will not continue to issue TANF cash assistance pending an Administrative Hearing regarding a hardship extension decision. By State Law, TANF cash assistance is granted for up to 60 months in a participant's lifetime.
- C. If TANF assistance has ended and the Administrative Hearing decision finds the Department in error, a corrective payment shall be issued for the period specified in the Hearing Decision.